

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE (USAESCH)
AND
[CUSTOMER NAME, CITY, STATE]**

PREPARED: _____ DATE: _____

[Preparer's Name]

UMCS Technical Manager, ED-ME-T

SUBMITTED BY: _____ DATE: _____

[Installation Support Contact Name]

REVIEWED: _____ DATE: _____

[ET Branch Chief Name]

DATE: _____

[Installation Support Chief Name]

CONCURRED: _____ DATE: _____

[Installation Support Chief]

DATE: _____

[COE Engineering Director]

DATE: _____

[Resource Mgt. Director]

DATE: _____

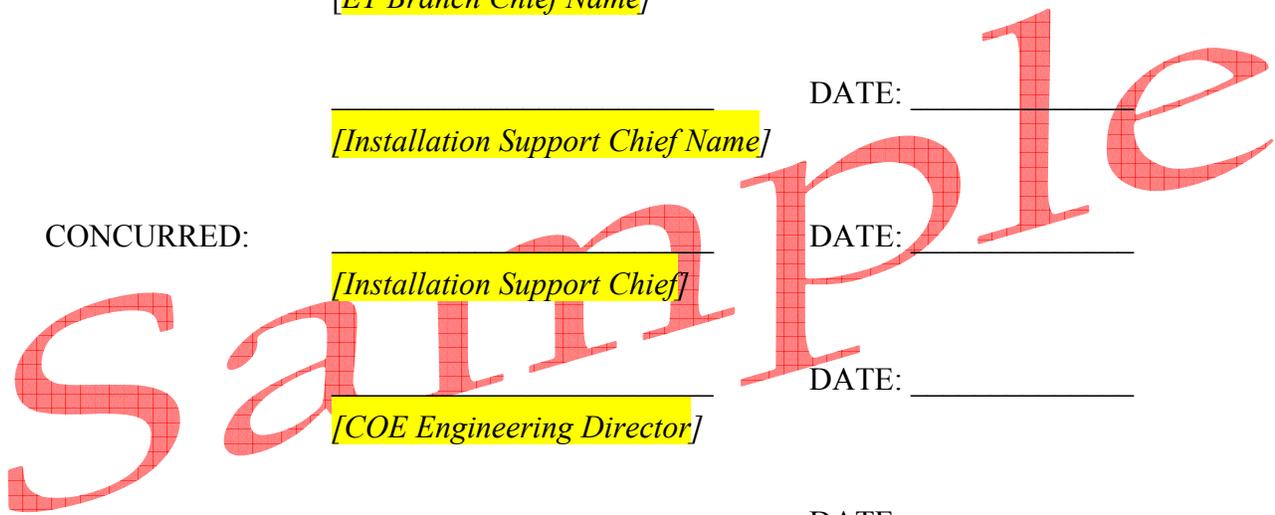
[Office of Council Representative]

DATE: _____

[Contracting Director]

DATE: _____

[Contracting Representative]



MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
[CUSTOMER NAME, CITY, STATE]

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to establish the organizational relationships, responsibilities, and activities between the U.S. Army Engineering and Support Center, Huntsville (USAESCH) and [Customer Name, City, State]. This agreement is primarily for utilization of Electronic Technology Systems Center technical and contract resources for Utility Monitoring and Control Systems (UMCS), Electronic Security Systems (ESS), and other automated control systems such as fire alarm systems, etc. The areas of responsibility and relationships presented herein provide the concept under which the program will be executed. This MOA is entered into pursuant to the Economy Act of 1932, Title 31, United States Code, Section 1535, and Department of Defense Instruction 4000.19, Interservice and Intragovernment Support, 9 August 1995.

II. BACKGROUND

USAESCH was tasked by Headquarters, US Army Corps of Engineers as the mandatory center of expertise (MCX) in 1982 for Utility Monitoring and Control Systems (UMCS) and in 1983 for Electronic Security Systems (ESS). The Electronic Technology Systems Center maintains multiple architect-engineer, engineering services, and indefinite delivery/indefinite quantity (ID/IQ) procurement and installation contracts for UMCS, ESS, Supervisory Control and Data Acquisition (SCADA) systems, Fire and Life Safety Systems, and other automated control systems for worldwide application.

III. AUTHORITY

- a. Pursuant to the Economy Act of 1932, as amended (31 USC 1535).
- b. DOD Instruction 4000.19 "Interservice and Intragovernmental Support," 9 August 1995.

IV. RESPONSIBILITIES

The following paragraphs identify responsibilities of organizations involved:

A. U.S. Army Engineering and Support Center, Huntsville will:

- (1) Utilize its in-house and contract resources to support the [Customer Name] in the areas of UMCS, ESS, SCADA systems, Fire and Life Safety Systems, and other automated control systems.
- (2) Provide technical and contractual support for preparation and award of task orders.
- (3) Prepare Independent Government Estimate (IGE) and/or cost analysis for each task order.
- (4) Negotiate the task orders and all required modifications.
- (5) Award the task orders and all required modifications.
- (6) Provide design/engineering services as requested.
- (7) Provide technical support for technical submittal reviews.
- (8) Provide contract support after task order award.
- (9) Provide Quality Assurance support as requested.
- (10) Identify USAESCH project manager, project engineer, contract specialist, and contracting officer.
- (11) If necessary, assign contracting officer's representative (COR) per Contracting Officer's approval on an individual project basis.

B. [Customer Name] will:

- (1) Provide technical and administrative requirements for the issuance of the task orders or projects by the USAESCH Contracting Office.
- (2) Provide funding for technical and contracting support during task order preparation and award.
- (3) Participate in review of the statement of work (SOW) prior to negotiation.
- (4) Participate in negotiations for the task orders and all required modifications.
- (5) Provide funding for award of task orders and all modifications as required.
- (6) Provide funding if design/engineering services are requested.
- (7) Provide points of contact for technical and contracting functions during task order preparation, award, and installation phases of work.
- (8) Provide funding for technical/engineering and contracting support during execution of the task order and all modifications.
- (9) Provide funding for QA support if requested.

- (10) If necessary, provide contractor oversight on a day-to-day basis to include quality assurance and safety monitoring and inspection duties. Report problems and/or conflicts to the USAESCH Project Manager, Project Engineer, or Contracting Officer.
- (11) If necessary, provide name and qualifications of personnel recommended for COR, quality assurance, and safety monitoring and inspection duties.

V. KEY PERSONNEL

The following personnel are designated as the key officials for their respective Party. These key officials are the principal points of contact between the Parties in the performance of this MOA.

<u>CUSTOMER NAME</u>	<u>USAESCH</u>
[Customer Contact Name]	[UMCS Program Manager's Name]
[Customer Contact Title]	USACE, Huntsville
[Customer Name]	ATTN: CEHNC-IS-SP
[Customer Street Address]	4820 University Square
[Customer City, State, Zip]	Huntsville, AL 35816-1822
[Customer Phone No.]	[Phone No. 256-895-XXXX]
	Fax No. 256-895-8234
	[Program Manager Email Address]

VI. MANPOWER

No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources allocated through the normal allocation process.

VII. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks associated with activities undertaken pursuant to this MOA.

VIII. FUNDING FOR SUPPORT

The U.S. Army Engineering and Support Center, Huntsville charges are based as a percentage of the task order award amount. For awards between \$100,000.00 and \$1,000,000.00, the fee starts at 10%, and decreases to 5% for \$1,000,000.00 projects. For projects awarded over \$1,000,000.00 the fee is 5% and decreases to 3% for higher value projects.

IX. EFFECTIVE DATE AND DURATION

This agreement becomes effective upon the date of the last approving signature and will remain in effect until superseded, rescinded, or modified by written, mutual agreement of both parties.

X. REVISIONS

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, [Customer Name] shall continue to be responsible for all costs incurred by the USAESCH under this MOA and for the costs of closing out any on-going contractual actions.

XI. ACCEPTANCE OF AGREEMENT

[Commander's Name] DATE _____
[Colonel, Corps of Engineers]
[Commanding]
[U.S. Army Engineering and Support Center, Huntsville]

[Customer's Director] DATE _____
[Customer's Director's Title]
[Customer's Name, City, State]

